

REMARKS

Claims 1-34 are pending in the present application. Claims 1, 6, 8, 15, 20, 22, 25, 27, 30, and 33 have been amended in order to clarify the claims. No new matter has been added to the amended claims.

Applicant respectfully requests reconsideration of the subject application as amended herein. This Amendment is submitted in response to the Office Action dated January 23, 2007.

REJECTION OF CLAIMS 1-34

Claims 1-14, 22-34 are rejected under 35 U.S.C. § 103(a) (hereinafter, "Section 103(a)") as being unpatentable over Friedland et al. (U.S. Pat. No. 6,449,601, hereinafter, "Friedland") in view of Kivimaki et al. (WO 00/22906, hereinafter, "Kivimaki") and further in view of newly cited Lefeber et al. (U.S. Pub. No. 2002/0046299, hereinafter, "Lefeber").

Claims 15-18 are rejected under Section 103(a) as being unpatentable over Friedland in view of Lefeber.

Claims 19-21 are rejected under Section 103(a) as being unpatentable over Friedland and Lefeber as applied to claim 15, and further in view of Kivimaki.

Applicant respectfully traverses all rejections and requests reconsideration for all of the pending claims in light of the amendments to the claims.

Independent claims 1, 8, 15, 22, 27 and 30 have been amended to clarify the scope of the claimed embodiments of the present invention. Claim 1, for example, has been amended to recite “the device configured to send and receive short message protocol messages, each of the messages having a single ‘Sender’ field and a single ‘Recipient’ field”. Support for the amendment is found in Applicant’s specification throughout where reference is made to the Recipient field and the Sender field of a message, as opposed to any other additional fields.

Applicant has amended the claims to clarify the invention in that the trading and auction system is conducted via SMS messages and through the one and only ‘Sender’ field of the message and one and only ‘Recipient’ field of the message, or as commonly referred to as the ‘From’ and ‘To’ fields. These fields are singular and specifically identified and not to be confused with any other fields of the message. As such, one of the important and novel aspects of the present invention is the ease in which the bidding process is facilitated by the ability to communicate using the unique identification number (hereinafter “UIN”) of the item being bid on within the ‘To’ and ‘From’ fields of a message. A main point of novelty in the invention is not the fact that a UIN is used to identify products in a bid, but rather the type of UIN used and its location or where the UIN is provided for in the messages. As described, the insertion of the UIN in the “Recipient” or “Sender” fields of the message allow for the users to simply reply to a message without the need to include or re-enter a UIN or email address, etc. in the message. (See specification paragraphs [0020] and [0139]). The proper UIN is therefore always linked to the message and therefore eliminates the requirement for remembering the UIN or entering the UIN again or attaching anything else. As a further advantage, the text in the message body can be simplified since the identifier for the product

is already in the "Recipient" or "Sender" field of the message; there is no need to provide for the identifier in the message body.

Claim 1 is further amended to recite "the unique identification number of the product or service" is "included in *the only 'Sender' field* of each short message protocol message to the buyer". In addition, in receiving higher bid short message protocol messages from the buyer concerning buyer's trading instructions, the product or service is determined by "extracting and recognizing the UIN of the product or service from *the only 'Recipient' field* of received higher bid short message protocol messages from the buyer", "identifying the buyer by extracting and recognizing the unique identifier of the SMS wireless device from *the only 'Sender' field* of each message from the buyer...". Claim 8 is similarly amended and recites in part "placing said concatenated number in *the only 'Sender' field* of a SMS message". Claim 15 and system claims 22, 27 and 30, have been similarly amended.

As discussed above, and in response to the Examiner's statement on page 12 of the Office Action, the Examiner is directed to paragraphs [0020] and [0139] which clearly describes the significance of placing the UIN in the "Sender" field of messages to the buyer and the "Recipient" field of messages from the buyer. In wireless devices of two-way SMS capability there is the Sender field and the Recipient field. By inserting the UIN in these fields, there is a simplification of a bidding process, in which the user "conveniently and quickly" sends a command to the server by "simply hitting the 'Reply' option". Printing an invoice number or account number to every page of an invoice has nothing to do with the present invention as doing so would not facilitate a bidding process using SMS messaging. The Examiner presents no reference of teaching that provides for each and every limitation of the applicant's claims.

Applicant respectfully submits that the amended claims are novel and nonobvious over Friedland in view of Kivimaki and further in view of Lefeber. The cited references do not teach all the elements of amended claims 1, 8, 15, 22, 27 and 30.

The discussion below with regard to independent method claims 1, 8 and 15 can be applied to the system claims of 22, 27 and 30. Independent claims 1 and 15 have been amended to recite “each of the short message protocol messages having a single ‘Sender’ field and a single ‘Recipient’ field” that in sending short message protocol messages to a buyer’s SMS wireless device, “the unique identification number of the product or service” (hereinafter “UIN”) is “included in *the only ‘Sender’ field* of each short message protocol message to the buyer”. In addition, in receiving short message protocol messages from the buyer concerning buyer’s trading instructions, the product or service is determined by “extracting and recognizing the UIN of the product or service from *the only ‘Recipient’ field* of received short message protocol messages from the buyer”, “identifying the buyer by extracting and recognizing the unique identifier of the SMS wireless device from *the only ‘Sender’ field* of each message from the buyer”.

Friedland does not recite the required limitations of amended claims 1 and 15. In particular, Friedland does not provide for “sending short message protocol messages” to the “buyer’s SMS wireless device” with the UIN of the product or service in “the only ‘Sender’ field of each short message protocol message to the buyer”. Friedland as cited, describes a number of fields contained in a status message and a bid message including “low-level protocol information fields” AND “fields following the low-level protocol information fields” (Figs. 10 and 11). Contrary to Examiner’s assertion, Friedland specifically teaches in the

cited col. 14, line 50 to col. 15, line 36, that “a unique identifier for the lot” is contained in one of the fields “following the low-level protocol information fields”. As indicated in Friedland, the low-level protocol headers/information allow the messages to be routed. As such, a UIN is not shown to be provided in “the only ‘Sender’ field” or “the only ‘Recipient’ field” of a message as required in the applicant’s claims, but rather, Friedland teaches a unique identifier placed in a separate lot ID field (1010, 1110) *following* the low-level protocol fields. Accordingly, there is a specific teaching away of the requirements of Applicants claims since the identifier in Friedland is shown to be in fields outside the only ‘Sender’ and only ‘Recipient’ fields. Applicant’s claim limitations of the UIN in the only ‘Sender’ and the only ‘Recipient’ field of the SMS message are nowhere found in Friedland. Neither is there any teaching that the buyer’s SMS wireless device unique identifier is in “the only ‘Sender’ field” of the message from the buyer.

Neither does Kivimaki provide for the deficiencies found in Friedland. Although Kivimaki describes using SMS of a mobile communications system between the user and the auction system, Kivimaki again does not provide for the claimed elements of “the unique identification number of the product or service” (hereinafter “UIN”) is “included in *the only ‘Sender’ field* of each short message protocol message to the buyer”; “extracting and recognizing the UIN of the product or service from *the only ‘Recipient’ field* of received short message protocol messages from the buyer”, “identifying the buyer by extracting and recognizing the unique identifier of the SMS wireless device from *the only ‘Sender’ field* of each message form the buyer”. Kivimaki rather only describes a short message sent with a number of fields separated by separating characters (pg. 10) and does not teach the specific elements recited in claims 1 and 15, that the UIN of the product or service is included in the

only 'Sender' field of the message to the buyer and that the product or service is determined by extracting the UIN of the product or service from the only 'Recipient' field in the message from the buyer; and neither does Kivimaki teach that the SMS wireless device unique identifier of the buyer would be in the only 'Sender' field in the same message from the buyer.

Lefebber also provides no further teaching of all the required elements of amended claims 1 and 15 as recited and discussed above. Lefebber describes SMS technology devices. It also describes accessing hyperlinks to a user to respond to actions. However, Lefebber nowhere teaches the deficiencies of Friedland as discussed above. Lefebber provides no teaching of providing the UIN "in the only 'Sender' field of each short message protocol message to the buyer"; and "extracting and recognizing the unique identification number of the product or service from the only 'Recipient' field of received higher bid short message protocol messages from the buyer. Accordingly, Lefebber fails to provide for all the claim limitations in combination with either Friedland or Kivimaki or both. Applicant respectfully requests withdrawal of the rejection against claims 1 and 15 under Section 103(a).

With regard to amended claim 8, the claim recites "concatenating an access identification number with a numeric address pertaining to and recognized by the system for registration purposes, placing said concatenated number in *the only 'Sender' field* of a SMS message, and sending the password in a message body of the SMS message to said buyer or seller...". Friedland, in view of Kivimaki and Lefebber, do not anywhere disclose such required elements. Kivimaki provides for in Fig. 5 that a number of identifier fields are available; one for identifying a product, which may not be needed, one for a monetary amount offered, another field including information for authenticating the buyer. (page. 10. lines 4-

13). However, the cited reference in Kivimaki still fails to teach the particular limitation of claim 8 of placing the "concatenated number in *the only 'Sender' field* of a SMS message".

Kivimaki recites fields, but never teaches the specific single 'Sender' field of a message in which a concatenated access id number and numeric address is placed. Accordingly, amended claim 8 is believed to be allowable over the cited references.

The system claims 22, 27 and 30 as mentioned above, include similarly amended limitations of claims 1, 8 and 15 and are therefore argued to be allowable for the same reasons as amended claims 1, 8 and 15.

For at least these reasons, it is respectfully submitted that amended claims 1, 8, 15, 22, 27 and 30 and their dependent claims are novel and nonobvious over Friedland in combination with Kivimaki and Lefeber. The dependent claims are novel and nonobvious also for the additional elements they each recite. Accordingly, Applicant respectfully requests withdrawal of the rejection of amended claims 1, 8, 15, 22, 27 and 30, and their dependent claims under Section 103(a).

Requirement for Information Under 37 C.F.R. § 1.105

Applicant and assignee respectfully submit that they are not aware of any products and/or services embodying the disclosed subject matter of providing bases for SMS protocols where the sender's field include other information and known SMS protocols. The applicant and assignee respectfully submit that the requested item is unknown.

Conditional Request For Constructive Assistance


Applicant has made a diligent effort to amend the claims of this application so that they define novel and unobvious structure. If, for any reason, the Examiner believes that the claims of this application are not yet in full condition for allowance, applicant respectfully requests his constructive assistance and suggestions pursuant to the spirit of MPEP § 2173.02 and § 707.07(j). This will enable the undersigned to place this application in fully allowable condition as soon as possible and without the need for further proceedings. The Examiner is authorized to make any needed minor corrections or changes.

CONCLUSION

The above-discussed remarks are believed to place the present Application in condition for allowance. Should the Examiner have any questions regarding the above amendments, the Examiner is requested to telephone Applicant's representative at the number listed below.

Respectfully submitted,

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